

SECRET

CONFIDENTIAL

22487
CIA 514

29 April 1948

MEMORANDUM

TO: Chief, Mediterranean Bureau
FROM: Chief, Foreign Broadcast Information Service

Attached hereto was memorandum to Colonel White from ex-employees of the FBIS, namely, [redacted], which was delivered in person by [redacted] to the undersigned at the FBIS offices in Cairo, Egypt on 29 April 1948 at which time the three ex-employees named above were granted an interview. They stated that their grievances against FBIS were clearly outlined in the attached memorandum. After carefully reading the attached memorandum I replied that I considered these grievances to fall into three categories as follows:

1. That it was alleged that FBIS had not complied with the Egyptian Labor Law in effecting their dismissal and that it was their desire that their cases be re-examined and the Egyptian Labor Laws fully complied with in each case.
2. That they desired a cash payment equivalent to the transportation costs to the countries to which FBIS assumed the responsibility of sending them in lieu of transportation in kind.
3. That they desired a full and complete explanation of the reasons for their dismissal.

With reference to 1 above, I stated that FBIS fully intended to comply in all respects with the Egyptian Labor Laws and that this matter would be referred to the legal counsel in Washington, D.C. and further that if the Egyptian Labor Law had not been complied with, an adjustment of their final payments would be made.

With reference to 2 above, I stated that I had no authorization to make a cash settlement with them in lieu of furnishing transportation in kind but that this matter also would have to be referred to our legal counsel in Washington for final decision.

With reference to 3 above, I stated that we were under no obligation to retain people in our employment for any definite or indefinite period

25X1
25X1
25X1

001046220

OOPI

Chief, Mediterranean Bureau

-2-

29 April 1948

so long as we complied with the Egyptian Labor Laws, that I fully approved of the action taken by the Chief, Mediterranean Bureau in their cases and that I was under no obligation to discuss it in detail with them and did not propose to do so.

I then asked if there were any other questions. [redacted] replied that they did not believe that this matter could not be settled now in Cairo without reference to Washington and further that as stated in their memorandum they felt they were entitled to an explanation. I then advised them that if they questioned the truthfulness of the foregoing statements that there was no point in continuing the interview and that it, therefore, would be closed. I agreed, however, to cable Washington this date requesting final decision in these cases be expedited. All three expressed satisfaction with this arrangement and the interview was closed.

25X1

L. K. WHITE
Chief, FBIB

Attachment

001058230

COPY

22457

CIA 314

MEMORANDUM TO COLONEL WHITE FROM EX-EMPLOYEES OF THE F.B.I.S.

Dear Sir,

We the undersigned are five ex-employees of the F.B.I.S., Mediterranean Bureau who have a grievance against the Administration and wish to raise the matter with you personally - as head of the whole organization - in the hope of obtaining redress.

We were employees of the British Monitoring Service during the war, but when the latter terminated its activities in Egypt, our employment came to an end and we were paid the indemnity due to us, plus one month's notice. We were then reemployed by the Americans when they took over from the British. This was in accordance with a contract which explicitly outlined the amount of annual leave to which each employee is entitled. Throughout the 22 months of its existence, the Administration has thus proceeded on the basis that each of its employees is entitled to 32 hours leave every three months and has granted leave on that basis to several of its employees at various times. We have repeatedly been made to understand - as no doubt [] will confirm - that such leave could be accumulated. In fact, the contract itself specifically states that leave can be accumulated up to a maximum of 60 days, but since the Administration has only been in existence for 22 months no employee is entitled at present to as much as that.

25X1

We continued as employees of the F.B.I.S. until March 20th 1948 when we were abruptly, and in very peremptory fashion, given notice of immediate dismissal, without being given any reasons despite our repeated requests for some explanations. The Administrative Officer of F.B.I.S. [] informed us that we would be paid our salaries till that day, i.e., till the day of dismissal and that we would also be paid our accumulated annual leave, but that we were not entitled to receive any payment in lieu of notice, nor any indemnity for the period of our employment. Before he agreed to pay us, however, and despite our vigorous protests, he insisted that each one of us, individually, sign a written, prepared statement in quadruplicate to the effect that we had been paid in accordance with the Egyptian Labour Law. To two of us who succeeded in engaging him in discussion on the subject, of the claims made by all five, he maintained that the treatment meted out to us was far superior to that to which we were entitled under the articles of the Egyptian law. This viewpoint he strongly defended and insistently upheld despite all our objections and protests. Finally, as we were all in urgent need of money at that time, we signed that statement, though obviously under duress. Referring later to the Egyptian Labour Law with which [] maintained that he had complied, we discovered that: a) we were entitled, according to that Law, to one month's notice, as we had been employed on a monthly basis. In fact the Administration itself admitted this obligation in a previous case when [] was dismissed after only about three months employment; she was then paid a full month's notice. The Egyptian Labour Law is even more explicit and stipulates that no employee can be dismissed during a month but must be paid his (or her) full salary till the end of the calendar month, plus one month's notice. b) [] were entitled - again, according to the Egyptian Labour Law - to 15 days a year indemnity, fractions of a year being approximated. In our case, having been employed for 22 months, we were thus entitled to 30 days indemnity. Payment of such an indemnity

25X1

25X1

25X1

COPY

-2-

22457

has been accepted by the American Army and other American authorities in Egypt on previous occasions, and is now customary usage.

Thus, while [] made us sign a statement to the effect that we had been treated in accordance with the Egyptian Labor Law - thereby tacitly recognizing the moral, if not the legal obligation on the Administration to abide by that law - the treatment meted out to us contravened that law in two respects: a) we were not given a month's notice and b) we were not given 30 days indemnity.

25X1

[] however, maintained that, as we had been paid our accumulated annual leave (in accordance with our contract), and that leave exceeded that stipulated by Egyptian Law (only a minimum, however), he felt justified in deducting the difference from what was due to us in indemnity and notice. We find it very difficult to follow his reasoning. The Egyptian Labor Law, to protect employees, stipulates a minimum leave of 14 days; there is nothing to prevent employers, however, from granting their employees longer leave than this minimum, and when such a grant is actually stipulated in a written contract signed by the Chief of the Bureau himself, it must surely be binding. Annual leave, indemnity and notice are three completely separate provisions of the Labor Law and cannot - as any legal adviser will undoubtedly confirm - be interchangeable, nor can one be substituted, in part or in whole, for the other.

25X1

When we were employed by the British Ministry of Information, M.I., during the war, the British authorities assumed the obligation to repatriate us to Bulgaria in one case, and to Palestine in the four remaining cases. This obligation was officially assumed by the American Military Attaché when the American Administration took over in 1946 and the present Administrative Officer, [] has repeatedly assured us that the American authorities recognize this obligation. Yet, through no fault of our own, not being able to proceed to our home countries for the moment, we will have to incur the expenses of travelling to whatever country will accept us. We feel sure, therefore, that the American authorities will understand the difficulty of our position and will interpret their obligation towards us in such a manner as to pay us in cash such expenses as would have been incurred in repatriating us.

25X1

To summarize, we are requesting that we be paid:

- a) one month's notice in accordance with the Egyptian Labor Law
- b) 30 days indemnity in accordance with the Egyptian Labor Law
- c) Repatriation expenses in accordance with the obligations assumed by the F.B.I.S. as a legacy from the British Administration.

Finally, apart from all monetary considerations, all five of us wish to place on record our vigorous protest against the manner of our dismissal and the insistent refusal on the part of the Administration to give us an explanation. We are not common criminals but have been faithful employees of the F.B.I.S., yet we have been treated as if we were actual criminals. Even when caught red-handed, criminals are allowed to defend themselves; we were not. We cannot believe that

00104220

COPY

-3-

22457

this treatment is in keeping with the best American traditions or that it conforms with the ideals of the American Way of Life. If there have been accusations levelled against us singly or collectively by persons known or unknown, if there is any evidence incriminating us in any way, we feel that we are entitled to some hearing and that it is an infringement of every moral code that such a hearing has so far been denied to us,

25X1

0000000000